Intouch Advance: Mobile Terms and Conditions

Intouch Advance Terms & Conditions for the Provision of Equipment and/or Mobile Network Services.

1. Definitions

In these Conditions, the following expressions shall have the following meanings: “Anti-Bribery Laws” means any and all statutes, statutory instruments, bylaws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act.

“Assignee” means an assignee of all or any part of the Company’s rights under a Contract, in accordance with condition 18.7, including without limitation the Company’s rights and title in and to Equipment.

“Bribery Act” means the Bribery Act 2010.

“Bar” “Barring” and “Barred” means the act of barring the Customer from making or receiving certain services on the Equipment.

“Business Day” means Monday to Friday (inclusive) in any week but excluding English bank holidays or public holidays.

"Charges" means, in respect of a Contract, the Equipment Charges and/or Service Charges payable by the Customer for Equipment and/or Mobile Network Services as set out in the Order Form or Tariff as applicable, including without limitation any Termination Charge and/or Damage Charges and/or Non-Return Charges. “Company” means Intouch Advance Ltd with company registration number 04220359 and registered office: 1st Floor, 2 Collingwood Street, Newcastle Upon Tyne, England, NE1 1JF and includes its successors and Assignees. “Commencement Date” means the date determined by condition 3.1. “Conditions” means these terms and conditions entered into between the Company and the Customer.

“Connection" and “Connected” means the connection of the Equipment or SIM Card to the selected tariffs and Systems.

“Contract” means the agreement between the Customer and the Company for the provision of Equipment and/or Mobile Network Services consisting of a duly executed Order Form incorporating these Conditions.

“Contract Year” means a period of twelve months commencing from either (i) the Commencement Date of the relevant Contract; or (ii) any subsequent annual anniversary of the Commencement Date.

“Core Subscription Charge” means the periodic (for example, monthly or quarterly) recurring charge stated on the Order Form or Tariff for the relevant Mobile Network Services.

"Customer" means the person, firm or company specified on the Order Form and any other person appearing to act within that person’s, firm’s or company’s authority and includes where relevant the Customer’s permitted assigns.

“Damage Charges” means, in respect of Equipment, the amount (if any) payable by the Customer for failing to return the Equipment in Good Working Order and Condition calculated in the manner set out in the relevant Order Form.

“Director” means a director of the Company authorised to sign any Order Form. “Encumbrance” means an interest in, right or any form of security over property, including, but not limited to (a) any mortgage, pledge, lien or charge; or (b) any other security or preferential interest or arrangement of any kind with any creditor to have its claim satisfied in priority to creditors.

"End User" means a user of the Equipment and/or Mobile Network Services. “Equipment" means the mobile device(s) (if any) and associated equipment detailed in the relevant Order Form and rented to the Customer on the terms of the relevant Contract.

“Equipment Charge” means, in respect of any Equipment, the monthly recurring fixed charge specified in the relevant Order Form and payable by the Customer to the Company (in addition to the Service Charges) for each month (or part thereof) during the Term for the right to use and rent the Equipment.

“General Conditions” means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time.

“Good Working Order and Condition” means the condition and components of the Equipment as at the time the Contract was entered into, but subject to fair wear and tear over the Minimum Term and the subsequent element of the Term (if any) as reasonably determined by the Company.

“Group” means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time.

“Microenterprise and Small Enterprise Customer” means a Customer who is:

(i) acting in the course of a business which is carried on by that Customer: and

(ii) is not a communications provider; and

(iii) has 10 or fewer workers (whether as employees or volunteers or otherwise).

“Migrate” and “Migration” means the transfer of a mobile number to any alternative service provider on the same network.

"Minimum Term” has the meaning given to it in condition 3.2.

“Mobile Bill Cap” means the cap on certain Charges for Mobile Network Services per Connection which are over and above the Customer’s Tariff, and which has been applied to the Customer’s account in accordance with condition 4.9.

“Mobile Network Service(s)" means the provision of airtime, SMS, MMS and/or data, together with any other services identified in this Contract, by means of the Systems offered by the Company.

“Non-Return Charge” means, in respect of Equipment, the amount (if any) payable by the Customer for failing to return the Equipment calculated in the manner set out in the relevant Order Form.

“Not-For-Profit Customer” means a Customer which has 10 or fewer workers (whether as employees or otherwise but excluding volunteers and which by its constitution or enactment is:

(i) is required (after payment of all outgoings) to apply the whole of its income and any capital it expends for charitable or any public purpose; and

(ii) is prohibited from directly or indirectly distributing among its members any part of its assets (other than for charitable or public purposes)

“Normal Working Hours” means 8.00am to 5.00pm Monday to Friday. “OFCOM” means the Office of Communications and/or any successor body. “Order Form” means an order form incorporating these Conditions, and to which these Conditions are attached or which is expressed to be subject to these Conditions, which sets out the detail of the order, including (without limitation) the Customer’s details and the Equipment and/or Mobile Network Services to be supplied under the Contract. Order form relates to the signed contract or purchase order provided and signed by the customer.

“Overseas Data Cap” means the cap on overseas data usage.

“Parent Undertaking” has the meaning given to it in section 1162 of the Companies Act 2006.

“Party" means the Company or the Customer, and "Parties" shall refer to both of them.

“Payment Date" has the meaning given to it in condition 6.6.

“Port” and “Porting" means the transfer of a mobile number or Mobile Network Service to any alternative mobile service provider and/or mobile service operator. “Promotional Terms” means any additional terms which are to apply in relation to the Service Charges payable by the Customer under the Contract (for any particular Mobile Network Services to be provided thereunder) and which may be specified on the Order Form and/or notified by the Company in writing to the Customer in relation to the relevant Mobile Network Services, at the time the relevant Order Form was submitted.

“Rate of CPI” means the consumer price index percentage change over the relevant 12 months announced by the Office for National Statistics (or successor body). “Rate of RPI” means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body).

"Relevant Laws" means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being. “Roam Like at Home” means making and receiving calls, sending and receiving messages, using data, whilst overseas but within the EEA at the same rates as would have been charged had such usage occurred in the UK.

“RPI Increase” means an increase in the monthly subscription charges pursuant to condition 5.3.

“Service Charges” means the charges payable by the Customer for Mobile Network Services as described and at the rates specified in the Tariff, including without limitation any call charge, access charge, connection charge, minimum charge and value added service charge.

“Service Operator” means any mobile network operator.

“Service Specific Conditions” means any additional terms and conditions which are to apply to a Contract as specified on the Order Form or these Conditions in respect of specific Services.

“SIM Card" means a module which contains Customer Information and which, when used with Equipment, enables access to the Mobile Network Services. “Software” means software provided by the Company to the Customer to enable the Customer to use the Mobile Network Services.

“Subsidiary Undertaking” has the meaning given to it in section 1162 of the Companies Act 2006.

"System(s)” means the public telecommunications systems that the Company makes available to the Customer.

“Tariff” means the Company’s tariff for each of the Mobile Network Services which is provided to the Customer

“Term” means the term of the relevant Contract.

“Termination Charge” means the total Charges which are still to fall due or which would, but for termination of the Contract, have become due under the relevant Contract plus any costs incurred by the Company in terminating any funding arrangements entered into by the Company in connection with the Equipment. “Upgrade” means any supply of a new handset or mobile device.

2. Contract Formation

2.1. The Order Form constitutes the Customer's offer to the Company to:

(i) purchase the relevant Mobile Network Services. The Company is under no obligation to accept any Order Form and may, in its absolute discretion, reject or amend any proposed Order Form.

2.2. Once an Offer is accepted by the Company (by an authorised representative of the Company signing the Order Form, commencing performance of the Services and/or delivering. The details recorded on the Order Form, together with these Conditions, any other Service Specific Conditions and/or Promotional Terms (together with other document incorporated by reference into the Contract by these Conditions) shall be the exclusive terms and conditions of the Contract between the Parties (to the fullest extent permitted by law) and any such Contract shall be conditional upon the credit status of the Customer being to the satisfaction of the Company (in its sole and absolute discretion).

2.3. All quotations, estimates and tenders are given and contracts are made by the Company subject to and only upon these Conditions which cannot be varied unless agreed in writing by the Company and these Conditions are the only terms and conditions on which the Company will supply the Mobile Network Services and / or any Equipment to the Customer under an Order Form and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation, of order or similar document, (whether or not such document is referred to in a Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing. Unless expressly set out in a Contract, all other terms, conditions and warranties which are implied by law are excluded to the fullest extent permitted by law.

2.4. For Contracts entered into prior to 1 June 2018, in the event of a conflict between these Conditions and the Order Form, the Order Form will prevail. In the event of a conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions will prevail in respect of the relevant Service. In the event of any conflict between (in relation only to the relevant Equipment and/or Mobile Network Services, the pricing of which is the subject of any applicable Promotional Terms) the Promotional Terms and any of either these Conditions, the Order Form and/or the Service Specific Conditions, the Promotional Terms shall prevail (but only in so far as they relate to the amount which is payable by the Customer in respect of the relevant Equipment and/or Mobile Network Services (and, for the avoidance of any doubt, the fact that the Promotional Terms are silent on a particular matter whereas any of these Conditions, the Order Form and/or the Service Specific Conditions make provision for the same, shall not be deemed to give rise to a conflict).

2.5. For Contracts entered into on or after 1 June 2018, in the event of a conflict between these Conditions and the Order Form, the Order Form will prevail in respect of the relevant Mobile Network Service only. In the event of a conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions will prevail in respect of the relevant Service. In the event of any conflict between these Conditions and the Order Form in relation to any Equipment, these Conditions will prevail. In the event of any conflict between (in relation only to the relevant Mobile Network Services, the pricing of which is the subject of any applicable Promotional Terms) the Promotional Terms and any of either these Conditions, the Order Form and/or the Service Specific Conditions, the Promotional Terms shall prevail (but only in so far as they relate to the amount of Service Charges which are payable by the Customer in respect of the relevant Mobile Network Services (and, for the avoidance of any doubt, the fact that the Promotional Terms are silent on a particular matter whereas any of these Conditions, the Order Form and/or the Service Specific Conditions make provision for the same, shall not be deemed to give rise to a conflict). For Contracts entered into on or after 1 June 2018, notwithstanding the foregoing, the Promotional Terms shall not apply to the Equipment and/or Equipment Charges.

2.6. Any illustrations, samples or descriptive material provided by the Company, including (without limitation) drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract but shall be treated as an approximate only unless specifically stated otherwise. Any savings quoted are estimates and illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of the Company or its licensors and must not be copied or loaned or transferred by the Customer. The Customer acknowledges and agrees that in entering into the Contract, it has not relied on any such illustrations, samples or descriptive material.

2.7. The Customer shall be responsible for ensuring that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Customer or any agent or representative of the Customer in connection with the supply of any Equipment and/or Mobile Network Services (as the case may be) by the Company ("Customer Information") are accurate and fully describe the Customer's requirements and the Customer shall be liable for and shall indemnify the Company in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against the Company by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any Customer Information or other instructions in relation thereto, or where the compliance with any such Customer Information or other instructions by the Company constitutes the infringement of the intellectual property or other rights of another person.

2.8. No variation of the terms of a Contract however notified (save with regard to the manuscript details on the Order Form including, where initialed by both Parties, manuscript amendments to the type face, as such details may be inputted by authorised staff of the Company) will be accepted by the Company unless authorised by notice in writing by a Director of the Company.

2.9. Any undertaking by the Customer not to do any act or thing shall be deemed to include an undertaking that the Customer shall procure that any user (including without limitation any of the Customer's End Users, employees, agents or contractors) of the Mobile Network Services and/or Equipment shall not do such act or thing.

2.10. The Customer warrants and undertakes to the Company that it is entering into a Contract for the purposes of its trade, business and/or profession and is not acting as a consumer.

2.11. In connection with Customer's application for Mobile Network Services or Equipment, the Customer shall procure that its owners, directors, officers and assigns are made aware of, the Company, its Assignee(s) and/or its potential Assignees carrying out searches with credit reference agencies relating to the credit worthiness of the Customer and/or its owners, directors, officers and assigns and the Customer undertakes to supply or procure the supply of all information requested for a credit search with a credit reference agency.

2.12. Any Contract for or which includes Equipment is, until the delivery of the applicable Equipment, conditional upon the availability of the relevant Equipment and the Company providing confirmation by email to the Customer that the terms stated on the Order Form of the applicable Contract for Equipment do not contain any errors or omissions.

3. Term

3.1. The Contract is binding on the Customer and Company from the date of signature. Each Connection will commence on and from the date that

(i) any Mobile Network Services requested on the Order Form are available for use by the Customer; and/or

(ii) any Equipment requested on the Order Form is delivered to the Customer in accordance with these Conditions, whichever is the earlier date ("Commencement Date") and shall continue for the duration of the Term in accordance with condition 3.2.

3.2. Subject to condition 13 and condition 3.5 below, each Connection shall continue for a minimum term as set out on the order form from the Commencement Date (“Minimum Term”), and shall continue indefinitely thereafter until terminated by either Party; (i) giving not less than thirty (30) days’ prior written notice, such notice not to expire sooner than the expiry of the Minimum Term, or (ii) in accordance with condition 3.5.

3.3. The provisions of conditions 3.1 and 3.2 are applicable to all mobile numbers and/or handsets and/or mobile devices (including any Equipment) connected to Mobile Network Services provided by the Company and to any subsequent Connections or Upgrades from the applicable date of the subsequent connection or upgrade.

3.4. Any changes to a Customer's existing subscription to another Tariff will be subject to availability of mobile numbers and a minimum spend by the Customer. Such changes remain subject to the approval of the Company, and nothing in this condition 3.4 shall be construed as an obligation for the Company to change the Customer's existing Tariff to another Tariff. For the avoidance of doubt, any change to the Tariff shall be without prejudice to the Customer’s obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.

3.5. In the event the Customer is a Microenterprise and Small Enterprise Customer or a Not-For-Profit Customer and has entered into a SIM Card only Tariff, the Contract shall continue for the Minimum Term, and shall (subject to any other termination right) continue indefinitely thereafter until terminated by either Party giving not less than thirty (30) days’ prior written notice, such notice not to expire sooner than the expiry of the Minimum Term.

4. Connection To The System And Provision Of The Mobile Network Service

4.1. Subject to these Conditions, the Company will connect and maintain the connection of the Equipment to the System and, subject to the geographical coverage of the System from time to time and any other limiting factors not under the Company's control, the Company will use its reasonable endeavours to make the Mobile Network Services available to the Customer throughout the term of the relevant Contract.

4.2. The Company shall be entitled, at its absolute discretion, to transfer the Customer to another Service Operator, provided that the transfer does not result in the Customer incurring any additional costs. Wherever practicable, thirty days’ (30) days’ written notice shall be given by the Company of such changes prior to them being made.

4.3. The Customer recognises and acknowledges that the Mobile Network Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Mobile Network Services and/or Systems may fail (including without limitation if there is a power

failure or a power cut affecting the whole or part of the Mobile Network Services and/or Systems) or require maintenance without notice.

4.4. Subject always to condition 4.6, the Customer hereby elects (unless otherwise stated on the Order Form) to waive any rights it may enjoy in respect of any cap on the volume and/or charges which may accrue in respect of its usage of the Mobile Network Services outside the United Kingdom. Unless otherwise stated on the Order Form, the Mobile Network Services are provided without a Bar on premium rate, international calls, roaming services or any other usage (excluding data usage which is subject to condition 5.6) made whilst in the UK and/or overseas unless the Customer has specifically requested in writing that the Company disables these calls and/or usage or the Company elects to disable such calls and/or usage for its own commercial purposes.

4.5. Subject to condition 4.6, any calls, messages and data received or sent whilst outside of the UK but within the EEA shall be billed to the Customer under the individual rules of the underlying network provider. Subject to condition 4.6, any calls made or received whilst outside of the EEA may be charged in per second increments at rates set by the overseas network(s), and calls made or received, messages and data received or sent whilst outside of the EEA shall be charged with any additional handling and network charges by such overseas network(s). Premium rate calls can be charged at rates as may be set out in the Tariff for premium rate calls from time to time and such calls are not included in any bundle of inclusive calls which may form part of the Tariff for the Mobile Network Services. The Customer shall provide information upon request by the Company regarding the usage of roaming services, if the Company believes that such usage is not in line with the Company's fair usage policy.

4.6. Unless otherwise stated on the Order Form or otherwise agreed in writing between the parties, all End Users of the Customer shall be automatically opted out of the Overseas Data Cap. The Customer may opt in to such Overseas Data Cap on a per End User basis as agreed with the Company.

4.7. The Company bears no liability to the Customer whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.

4.8. For the avoidance of doubt, any unavailability of the Mobile Network Services does not constitute termination or transfer to another network provider without prior written consent from the underlying network provider and Intouch Advance.

4.9. The Customer can elect to opt into the Mobile Bill Cap and set the value of such Mobile Bill Cap via written email or on the relevant forms. The availability and type of bill caps is network and tariff dependent. If this option has not been chosen by the Customer or no Mobile Bill Cap has been stated, a Mobile Bill Cap will not be applied to the Customer's account unless otherwise agreed with the Company. Where the Customer has opted into the Mobile Bill Cap, any usage of certain Mobile Network Services over and above the specified Mobile Bill Cap will be barred by the network. Bill caps are best endeavours and as such some charges may be outside of the specified cap.

4.10. The Customer shall refer any dispute it has with the Company via the Company's complaints procedure. Where the Customer is a Microenterprise and Small Enterprise Customer or Not-For-Profit Customer it shall be entitled to refer any dispute to the Ombudsman Services: Communications in accordance with the Company's complaints procedure. Nothing in this condition 4.10 shall prevent the Customer or the Company from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

5. Charges And Payment

5.1. Subject to condition 5.2, the Tariff chosen by the Customer in respect of the Mobile Network Services on commencement of a Contract will remain the minimum Tariff selected for the Minimum Term and the terms and conditions relating to the selected Tariff shall apply.

5.2. Without prejudice to condition 5.3, the Company may on no less fourteen days (14) days' notice to the Customer, change the rates in any Tariff or price list, such change not to become effective during the Minimum Term of the relevant Mobile Network Service unless the change arises due to:

5.2.1. a change in the costs to the Company due to a requirement or direction of OFCOM; and/or

5.2.2. a change in the costs charged to the Company by its suppliers, when in each case an increase to the Charges may be applied within the Minimum Term by the Company giving the Customer not less than 14 days' notice.

5.3. The customer shall be liable for the underlying network's annual price increase. The network price increases are governed by OFCOM and as such, the annual price increases do not constitute grounds for early termination. Intouch Advance will provide the customer with no less than 14 days' notice of any annual price increases.

5.4. Where the Company provides Equipment to the Customer under a Contract, a separate Equipment Charge will be payable to the Company for each month (or part thereof) during the Minimum Term and any element of the Term thereafter.

5.5. The Customer must pay the Company the Equipment Charge, for the duration of the Minimum Term and any element of the Term thereafter, without any deduction, withholding, set-off, counterclaim or appropriation whatsoever by direct debit (unless agreed otherwise). For the avoidance of doubt, the Equipment Charge is payable to the Company or its Assignee even if the Equipment cannot be used for any reason whatsoever and regardless of any problems or disputes relating to any Mobile Network Services, the Systems and/or the Service Operator. The Equipment Charge is a separate and independent obligation of the Customer which, once paid, is not refundable for any reason save in the case of error.

5.6. The Customer shall be invoiced monthly in arrears for any usage based Charges (such as the Service Charges) and monthly in advance for any monthly access or other fixed Charges (including Equipment Charges) and shall pay the Charges by within thirty (30) days of the date of the invoice (unless otherwise expressly agreed with the Company and set out on the Order Form).

5.7. The Customer will pay any agreed initial Charges, the monthly access Charge, the Equipment Charge and any other fixed monthly Charges (each as defined in the applicable Order Form), on or before the Payment Date in each month. You must pay all charges and rental within the credit terms which we have agreed and deposits when we ask for them. Payments will be by direct debit on the 30th of the month. These are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing. In the unlikely event of a dispute over the invoice you are to pay the value of the invoice less the disputed amount, or a minimum of 85% of the value of the invoice. Payment of the undisputed portion of the invoice will be by Direct Debit on the 30th of the month in which the invoice is dated. If a bill is in dispute it is your responsibility to contact Intouch Advance credit control to highlight any queries. Intouch Advance will aim to resolve any billing queries within 5 working days of notification to us. If a dispute is not raised with us, we reserve the right to collect the full invoice value via the appropriate Direct Debit collection date. Invoices will automatically be deemed accepted if the company does not present written objection, clearly identifying the disputed invoice and the reasons why it is challenged to Intouch Advance within twenty (20) days of receipt of the invoice. If such objection is made the parties will make all reasonable efforts to resolve such dispute promptly". Should the objection not be raised, all invoices will remain payable in line with the agreed terms of

the contract. Failure to comply with these payment terms could result in suspension or termination of the services.

5.8. The Tariff and/or Equipment Charges that the Company makes available to the Customer are subject to the length of contract chosen by the Customer on the Order Form and the terms applicable to such Tariff and/or Equipment, and are based upon the predicted or anticipated revenue over the Customer's contract term for Mobile Network Services (including any notice period). In the event that the Customer fails to make payment for the Mobile Network Services for (or otherwise breach the Contract during) the Minimum Term, and fails to make payment of any early termination charges. The Company reserves the right to invoice the Customer for such predicted or anticipated revenue at full retail price without discount, over the full applicable contract term including notice period and to recover any benefits received and losses incurred. Notwithstanding the foregoing, nothing in this condition 5.8 shall apply to Equipment and/or reduce the amounts payable by the Customer in the form of Equipment Charges.

5.9. The Customer shall pay all Charges (namely usage in excess of any allowances or bundles that may be comprised in the monthly Charge but without rebate for any unused element of such allowances or bundles, which shall not be carried forward) including without limitation any of the following: any charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any handling charges set out in the Tariff. UK calls are billed per second and rounded up to the nearest penny. Charges shall be paid without set-off, counterclaim, deduction or appropriation. In addition, the Service Operators may apply a fixed or minimum call charge, details of which can be found in the tariff terms and conditions on the relevant Service Operator websites.

5.10. If payment of any sum payable to the Company is not made on or before the due date, the Company shall be entitled to charge interest thereafter on such sum at either the rate of four per cent per annum above the current base rate of The Royal Bank of Scotland plc from time to time or, if higher, such rate as the Company would be entitled to claim under the Late Payment of Commercial Debts (Interest) Act 1998 (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) from the due date until the date of payment whether before or after judgment.

5.11. Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges payable pursuant to these Conditions.

5.12. The Customer will promptly advise the Company in writing of any change to its address or bank details.

5.13. Without prejudice to the Company's other remedies, if the Customer's account remains outstanding for any reason after the original Payment Date, the Company reserves the right to refer the outstanding account to a debt collection agency. If the Company instructs a debt collection agency to collect payment (including (without limitation) interest and late payment charges) on its behalf the Customer must pay the Company's costs payable to the agency, who will add the sum to the Customer's outstanding debt.

5.14. If any sum owed by the Customer to the Company under the Contract or any other contract with the Company is not paid by the due date, the Company may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with the Company.

5.15. Any invoices issued by the Company in respect of the Charges shall, save in the case of manifest error, be final, conclusive and binding on the Customer. The Customer may not dispute the amount of the Equipment Charges, Damage Charges or Termination Charges on any invoice where the charges

set out on the invoice are calculated in accordance with the amounts agreed and set out in the Order Form and/or applicable Tariff.

5.16. Any delay by the Company in invoicing any Charges shall not prohibit the Company from raising an invoice at a later date in respect of the same nor shall it relieve the Customer of liability to pay for the same.

5.17. Where the Customer is a Microenterprise and Small Enterprise Customer or a Not-For-Profit Customer, then unless otherwise stated on the Order Form, in the event of any omission or delay by the Company in invoicing the Charges for Mobile Network Services in accordance with the Contract ("Delayed Charges") the Company shall not be prohibited from invoicing the Customer (and the Customer shall continue to be liable to pay the Company) for Delayed Charges, provided that such Delayed Charges are invoiced no later than:

5.17.1. the fourth monthly invoice after the month in which the Delayed Charges were incurred by the Customer (where the Customer is invoiced monthly for the applicable Charges); or

5.17.2. the next invoice after the invoice on which the Customer should have been invoiced for the Delayed Charges in accordance with the Contract (where the Customer is invoiced quarterly or less frequently than quarterly for the applicable Charges)..

5.18. The Customer's obligation to pay any Equipment Charges, any Termination Charges, Non-Return Charges or Damage Charges for Equipment, shall be a separate standalone debt obligation of the Customer.

6. Software

6.1. Where the Company provides Software to the Customer, the Company will grant the Customer a non-exclusive, non-transferable licence to use the Software solely for the term and purposes of the relevant Contract (and to extent necessary to use the relevant Mobile Network Services). If required by the Company, the Customer shall sign such end user licence agreement as may be reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software and for the Customer to be able to use the Software. Except as permitted by applicable law or as expressly permitted under the Contract the Customer shall not de-compile reverse-engineer or modify the Software, or copy the relevant manuals or documentation.

7. Obligations Of The Customer

7.1. The Customer acknowledges that the System is operated under license and by agreement with the Service Operators and that the provisions of the said licenses and agreements apply to the use of the Mobile Network Service by the Customer. The Customer hereby undertakes:

7.1.1. not to use or permit the use of the System or any Equipment for (a) any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways, (b) any purpose not recommended by the Equipment manufacturer, or (c) any other purpose as notified by the Service Operators or the Company from time to time;

7.1.2. to comply with any reasonable instructions issued by the Company relating to the System, the Equipment or the Mobile Network Service and to use only equipment approved by the Service Operators and the British Approvals Board of Telecommunications;

7.1.3. not to reverse, or permit anyone else to reverse, the charges on any telephone call;

7.1.4. not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Mobile Network Service to be impaired;

7.1.5. not to sell or resell or distribute the Mobile Network Services or Equipment;

7.1.6. not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity in connection with the Customer's use of the Mobile Network Services or Equipment and shall notify the Company immediately upon becoming aware of any such activity;

7.1.7. it will carry out such routine day-to-day preventative maintenance measures as may be recommended in the operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");

7.1.8. it will ensure that the environmental conditions for the Equipment are maintained in accordance with the User Instructions;.

7.2. The Customer will promptly advise the Service Operator and the Company, by phone and in writing in the event of loss or theft of the Equipment.

7.3. The Customer acknowledges that the Company will accept, and act on behalf of, any instruction received from the Customer, and accept and rely on any additional orders placed with the Company, regardless of authority and/or position, unless levels of authorisation have been pre-advised to and agreed by the Company in writing.

7.4. Porting and Migration requests of mobile numbers made during the Minimum Term do not relieve the Customer from any contractual obligations to pay any of the Charges (including without limitation any early termination charges) due under this Contract. Where the Company provides Porting and Migration the procedure and costs for such services are set out in Tariff.

7.5. The Customer agrees not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission or use of the Mobile Network Services, cause the Company to contravene, any Relevant Laws or General Conditions

8. Equipment

8.1. The Company will use its reasonable endeavours to deliver the Equipment ordered by the Customer in accordance with the relevant Order Form.

8.2. Risk in the Equipment shall pass to the Customer when the Equipment is delivered to the Customer at the address provided to the Company by the Customer.

8.3. For Contracts entered into prior to 1 June 2018, notwithstanding that the Equipment has been taken over and stands at the Customer's risk, ownership shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Equipment).

8.4. For Contracts entered into on or after 1 June 2018, the Customer acknowledges that at all times during, and for the duration of, a Contract the Company (or its Assignee) shall be the owner of the Equipment For Contracts entered into on or after 1 June 2018 and for Contracts entered into prior to 1 June 2018, until ownership of the Equipment has passed to the Customer, the Customer must:

8.4.1. hold the Equipment on a fiduciary basis as the Company's or its Assignee's bailee;

8.4.2. protect the interests of the Company in the Equipment and this Contract, and must not do anything inconsistent with those interests, including attempting to sell or dispose, grant any

interest or Encumbrance, part possession with, or place any plates, stickers or marks on, the Equipment;

8.4.3. keep, and return (in accordance with condition 9), the Equipment in Good Working Order and Condition;

8.4.4. store the Equipment (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

8.4.5. not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and

8.4.6. insure the Equipment on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

8.5. In the event of the Equipment being defective, the customer shall inform Intouch Advance of any defects so troubleshooting can be actioned. Intouch Advance will check the warranty period with the relevant supplier. Should equipment be in warranty and not be subjected to accidental damage, a case will be raised with the supplier of the Equipment who shall either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of the Company to be the result of faulty design, materials or manufacture, provided that the Company shall have no liability for such defects unless the Customer notifies the Company within five (5) Business Days from the date of delivery and within twenty four (24) hours of any latent defect arising. Should the supplier find no fault or deem the fault be caused by damage, the supplier reserves the right to charge any associated repair, replacement and courier charges along with any administration fees.

8.6. If the Company repairs or arranges for the replacement and/or repair of any Equipment and/or parts beyond the scope of any warranties, Customer shall pay the Company for any such service at the Company's then prevailing rates. The replacement Equipment and/or parts will be deemed to become part of the Equipment and the property of the Company and the Customer shall ensure that title to such Equipment is vested in the Company.

8.7. If the Company repairs, or arranges for the repair of, any Equipment pursuant to conditions 8.4 and/or 8.6, the Customer shall ensure that any data stored on the Equipment is appropriately backed up to another device and thereafter deleted from the Equipment before the Equipment is sent to the Company or the manufacturer of the Equipment for repair.

8.8. Notwithstanding the foregoing, the Company shall not be liable for or obligated to defend any claims or damages arising out of or related to:

8.8.1. a change, alteration or modification of any Equipment not performed by the Company or the manufacturer of the Equipment;

8.8.2. combination of the Equipment with any other equipment, data, documentation, items or products not supplied by the Company;

8.8.3. the use of any Equipment in a manner or for a purpose for which it was not intended;

8.8.4. failure to use or implement an upgrade or replacement version of any Equipment when such upgrade or replacement version is made available by the Company or relevant manufacturer;

8.8.5. the import or export of any Equipment in violation of applicable export control requirements, regulations or laws;

8.8.6. use or exportation of any Equipment into any countries identified on any US Government embargoed countries list; or

8.8.7. use of any Equipment in a manner or for a purpose not authorised under the applicable end user license agreement (if any).

8.9. In each of the instances set out in condition 8.9, the Customer shall be obligated to indemnify and hold harmless the Company, its manufacturers and all members of the Company's Group and their respective officers, directors, employees and agents, in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against the Company, its manufactures and all members of the Company's Group, by reason of or arising directly or indirectly out of or in respect of against any claim or liability arising out of such conduct

9. Equipment Termination

9.1. The Customer's right to possession of the Equipment shall terminate immediately in the event that the Company has the right to suspend and/or terminate the relevant Contract.

9.2. For Contracts entered into prior to 1st June 2018, if any Mobile Network Service is terminated during its Minimum Term for any reason, the Company shall be entitled to recover payment for this Equipment equivalent to the proportion to the proportion (pro rata as to the unexpired Minimum Term) of the full replacement charge for such Equipment as set out in the Standard Intouch Advance Price List (available upon request) notwithstanding that ownership of any Equipment has not passed from the Company. The Customer shall, also following delivery of the Equipment remain liable for all Charges incurred including any incurred during a period of theft, damage or loss of the Equipment until such theft, damage or loss is reported to the Service Operator and the Company, and will remain liable for the monthly access Charge until the Contract has ended.

9.3. If any Mobile Network Service is terminated and/or a Contract is terminated for any reason, the Customer must immediately return all of the relevant Equipment pursuant to condition 9.1 and where termination takes place before expiry of the Minimum Term the Customer must pay any costs associated with any subsidies or equipment provided under the terms of the agreement (set out in the order form).

9.4. The Customer grants the Company, its agents and employees an irrevocable licence at any reasonable time to enter any premises where the Equipment is or may be stored in order to inspect, or, where the Customer's right to possession has terminated, to recover the Equipment which is still owned by the Company.

9.5. Nothing in any Contract shall entitle the Customer to sell or enter into a contract to sell goods on behalf of any Service Operator or the Company during the minimum term of the agreement. It is recognised by the parties that the Service Operators retain legal title in any SIM Cards supplied. Accordingly, the parties do not intend that the Customer be entitled to make any claim against any Service Operator or the Company for loss of agency rights or loss of goodwill resulting from the termination of this Contract.

9.6. The Customer shall be liable for the repair of Equipment connected under a Contract which becomes faulty or damaged and is outside the suppliers warranty. All Customer obligations under a Contract shall remain in force during any period where Equipment is undergoing repair

10. Limitation Of Liability

10.1. Unless otherwise stated in these Conditions (or any relevant Service Specific Conditions) the Company makes no warranty in respect of the supply of any Equipment and/or Mobile Network Services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a contract for the supply of the Equipment and/or Mobile Network Services are hereby excluded to the fullest extent possible, save for, and to the extent of, those warranties which cannot lawfully be excluded. If the Customer is a consumer, this shall be without prejudice to its statutory rights. liabilities in a Contract Year exceed the lower of: whether or not the Company knew or ought to have known that such losses or damages might be incurred.

10.2. Neither Party shall be liable to the other Party for any breach of any provision of a Contract (whether in breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty or otherwise) caused by any reason outside the reasonable control or responsibility of that Party including, without limitation, in respect of the Mobile Network Services supplied by the Company, the failure of any Service Operator to provide network services (or any element thereof) to the Company on which it was reliant for the purposes of the relevant Contract, any Act Of God, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.

10.3. Nothing in these Conditions excludes or restricts either Party's liability for:

10.3.1. death or personal injury resulting from that Party's negligence or its employee's negligence (while acting in the course of their employment);

10.3.2. any fraud, fraudulent misrepresentation or fraudulent misstatement;

10.3.3. any indemnity given under these Conditions; and/or

10.3.4. anything for which the Parties cannot at law limit or exclude their liability.

10.4. The Customer agrees that any cause of action that it may have against the Company and/or any of its Group members (including, its (or their) affiliates, directors, officers, agents, consultants and employees) must commence within two (2) years after the cause of action arose, otherwise, the Customer's cause of action is permanently barred.

11. Termination And Suspension Of The Mobile Network Services

11.1. Subject to conditions 2 and 10 and without prejudice to any specific termination rights set out elsewhere in these Conditions, the Customer shall not be entitled (once an Order Form has been accepted by the Company pursuant to condition 2 to change or cancel an Order Form:

11.1.1. at all in respect of Equipment; or

11.1.2. except for termination in accordance with these Conditions relating to the serving of notice to terminate the relevant Mobile Network Services (which shall take effect in accordance with the applicable Conditions), unless otherwise agreed in writing with the Company.

11.2. In the event of any termination by the Customer of the Contract or any Connection, the Customer shall:

11.2.1. be liable for any charges which become payable under conditions 8.2 and 8.3;

11.2.2. pay the Termination Charges for the Equipment if the relevant Contract or Connection is terminated before the end of the Minimum Term; and

11.2.3. indemnify the Company in full against all loss including, but not limited to, all losses incurred by the Company as a result of the Customer terminating the relevant Contract or Connection before the end of the Minimum Term or where the Contract or Connection has continued beyond the Minimum Term before the end of the relevant notice period.

11.3. A Contract or Connection may be terminated forthwith by either Party by notice in writing if the other Party materially breaches its obligations under these Conditions (including without limitation non-payment of Charges due) or any Service Specific Conditions and in the case of breaches which are capable of remedy such Party fails to remedy such breach within fourteen (14) days of written notice by the other Party of what the breach is and requesting that the breach is remedied.

11.4. Notwithstanding anything to the contrary expressed or implied in these Conditions, either Party (without prejudice to its own rights) may terminate all Contracts or Connections forthwith in the event that a liquidator (other than for the purpose of solvent amalgamation or reconstruction) trustee in bankruptcy, administrator or receiver is (or is proposed to be) appointed in respect of the whole or part of the assets and/or undertaking of the other Party or the other Party enters into (or proposes to enter into) an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order (save as in respect of a solvent reconstruction of such relevant Party's group of companies).

11.5. The termination or expiry of a Contract or Connection shall be without prejudice to any rights or liabilities which have accrued prior to such expiry or termination. Any provision of a Contract which expressly or by implication is intended to survive, shall survive the termination or expiry of the relevant Contract or Connection.

11.6. Any implied right to terminate for convenience that the Customer may have under applicable law is hereby expressly excluded.

11.7. Notwithstanding anything to the contrary in this condition 10, the Company shall be entitled to suspend all or part of the Mobile Network Service (including without limitation any individual Connection) without liability upon the occurrence of any of the following events:

11.7.1. if the Customer fails to make payment of the Charges on the Payment Date;

11.7.2. If the Company is entitled to (but at its sole discretion elects not to) terminate a Contract or Connection pursuant to condition 10;

11.7.3. if any information given to the Company by the Customer is false or misleading;

11.7.4. if the Customer does, or allows to be done, anything which in the Service Operator's or the Company's reasonable opinion may have the effect of jeopardising the operation of the Mobile Network Service;

11.7.5. if the Customer permits the use of the Mobile Network Service or uses the Mobile Network Service for illegal purposes including (without limitation) the use of illegal or unauthorised Gateways (or the Service Operator or the Company believes the same;

11.7.6. if, in Intouch Advance's or the Service Operator's absolute discretion, the Charges incurred in any given period show unreasonable, low or excessive usage of Mobile Network Services or unusual calling patterns such as, without limitation, a disproportionate percentage of incoming calls or zero usage per number of ten (10) minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or which cause network congestion; if the Company is unable, for whatever reason, to provide the Mobile Network Service or if the Company is

required to terminate this Contract by a competent administrative or regulatory authority (including without limit OFCOM) and/or Service Operator;

11.7.7. if the Customer exceeds the credit limits set in the applicable Order Form and/or the Tariff.

11.8. Termination, suspension, disconnection or Barring under this condition 13 shall be without prejudice to the Company's rights accrued up to and beyond the date of termination, suspension, disconnection or Barring.

11.9. In the event of termination of the Mobile Network Service and/or a Contract or Connection by the Company in accordance with the provisions of this condition 12, in addition to its obligations pertaining to Equipment termination and relevant Charges in condition 10, the Customer shall, within fourteen (14) days of receipt of the notice of termination, pay to the Company all outstanding Charges the amount which would have been payable for the remainder of the term of the relevant Contract or Connection.

11.10. Upon termination of a Contract or Connection if the Customer made a deposit, the Company will only return any surplus to the Customer after deduction of all unpaid Charges. Any request for repayment must be made in writing.

11.11. After disconnection, suspension or Barring of the Equipment from the System and/or consequent upon the termination of a Contract or Connection, the Customer shall pay on demand all Charges outstanding at the time of disconnection, suspension or Barring including (without limitation) any reasonable disconnection or Barring fee that the Company may wish to charge in its sole discretion. Should the Company elect to disconnect and/or reconnect the Equipment from or to the System, then the Company having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £35.00 for such disconnection or reconnection.

11.12. Should termination take place part way through a month, no credit will be given for the post termination part of the month's access Charge(s).

11.13. The Customer will remain liable for all Charges incurred prior to termination regardless of when they are invoiced.

12. Call Monitoring

12.1. The Customer agrees that the Company may monitor and record calls made to or by the Company by or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by the Company under this condition.

13. Confidentiality And Data Protection

13.1. The Company and the Customer will keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law. The Customer and the Company will not, without the consent of the other, disclose such information to any person other than:

13.1.1. their employees, contractors or professional advisers who shall require the information in order for the Customer or the Company to fulfil its obligations under the Contract; or

13.1.2. in the case of the Customer, its users to the extent that they are required to use or access the Mobile Network Service.

13.2. Information shall not be treated as confidential if it is:

13.2.1. lawfully in the public domain; or

13.2.2. lawfully in the possession of the Customer or the Company before disclosure from the other has taken place; or

13.2.3. obtained from a third person who is entitled to disclose it; or

13.2.4. replicated independently by someone without access or knowledge of the information.

13.3. If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information provided to the Customer by the Company in connection with the Contract the Customer will notify the Company immediately of the request and give the Company ten (10) Business Days to make representations before releasing the requested information (save to extent otherwise required by law).

14. Changes To The Conditions, Service Specific Conditions And Contract

14.1. The Company may change the Conditions and/or any Service Specific Conditions at any time and will publish any change in line with condition 13.2.

14.2. The Company will publish any changes to the Conditions and/or any Service Specific Conditions online at https://www.intouchadvance.co.uk (or at such other web address as is notified to the Customer by the Company from time to time) Conditions and/or any Service Specific Conditions have changed and providing a link to the new Intouch Advance as a Supplier Data Processing Addendum, Conditions and/or any Service Specific Conditions:

14.2.1. at least thirty (30) days before the change is to take effect for changes that may be of material detriment to the Customer; and

14.2.2. at least one (1) day before the change is to take effect for all other changes.

14.3. If the Customer wishes to object to any proposed change which is of material detriment to the Customer, the Customer must notify the Company in writing within thirty (30) days of publication of the proposed change, otherwise the Customer will be deemed to have accepted the proposed change. For the avoidance of doubt, the service by the Company of any notice in accordance with condition 16.2.1 shall not constitute either acceptance of or an admission by the Company that any proposed change is of material detriment to the Customer, nor shall the service of notice by the Customer under this condition 14 constitute or be deemed to constitute evidence that the relevant change is of material detriment to the Customer.

14.4. The Company may, if requested by the Customer, provide additional services to be included within the Mobile Network Services under such additional terms and conditions as may be notified by the Company from time to time.

15. Anti-Bribery

15.1. The Customer shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;

15.1.1. comply with all applicable Anti-Bribery Laws and not cause the Company to breach any Anti-Bribery Laws;

15.1.2. not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; comply with the Company's Ethics and Anti-bribery Policy.

16. Fraud And Security

16.1. The Customer must ensure that user names, passwords and/or PINs used by it and/or its personnel and/or users in connection with the Equipment and/or Mobile Network Services are kept confidential and are only used by authorised users. The Customer will inform the Company immediately if the Customer knows or suspects (or ought reasonably to know or suspect) that a user name, password or PIN has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer will regularly change its passwords and PINs.

16.2. The Company reserves the right (at the Company's sole discretion):

16.2.1. to suspend user names and password access to the Mobile Network Services if at any time the Company thinks that there has been or is likely to be a breach of security; and

16.2.2. to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer's uses in connection with the Mobile Network Services.

16.3. The Customer will inform the Company immediately of any subsequent changes to the information the Customer supplies to the Company in connection with the Contract.

16.4. The Customer accepts and acknowledges that the Mobile Network Services are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Mobile Network Services.

16.5. The Customer acknowledges that the Company has no control of a Customer's equipment configuration, voice mail security or other feature services enabled.

16.6. The Company shall not be responsible for Charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment or Mobile Network Services by the Customer, its End Users or any third parties (who are not employees of the Company) and the Customer agrees to pay all additional charges related to such fraudulent and/or unauthorised use. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

16.7. Any assistance given by the Company in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on an endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or authorised use by an employee of the Company acting in that capacity).

17. General

17.1. Subject to any deemed acceptance by the Customer under these Conditions, no forbearance or indulgence shown or granted by the Company to the Customer whether in respect of these Conditions and/or any Service Specific Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be regarded as a waiver of any of these Conditions and/or any Service Specific Conditions.

17.2. Each Contract (including in relation to non-contractual matters) shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all

purposes of and in connection with the Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).

17.3. Each Contract is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third Party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.4. Any notice, invoice or other document which may be given by either Party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the address or fax number, given on the Order Form (or such other address, fax number or person as the relevant Party may notify to the other Party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this condition 17.4 is not within Normal Working Hours, at 8.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

17.5. Any director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby the Company shall be entitled to rely on such signatory as binding the Customer to the obligations set out in these Conditions and any relevant Service Specific Conditions in all respects.

17.6. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under a Contract.

17.7. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract (including without limitation any Equipment) without the consent of the Customer however, the Customer shall, if the Company requires, execute such deeds and/or documents as may be necessary or required by the Company to give effect to any such dealing in such rights and/or obligations.

17.8. Unless specifically provided otherwise, rights arising under a Contract are cumulative and do not exclude rights provided by law.

17.9. The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of six months after the termination or expiry of a Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from the Company, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Customer for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of the Company in the provision of the Mobile Network Services to the Customer. Any consent given by the Company in accordance with this condition 19.9 shall be subject to the Customer paying to the Company a sum equivalent to twenty per cent of the then current annual remuneration of the Company's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

17.10. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of the Company in connection with the Mobile Network Services.

17.11. The Customer consents to the disclosure to any radio or telecommunications operating company of its name, address and details of the Mobile Network Service and Equipment provided to it pursuant to this Contract.

17.12. If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

17.13. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the Parties.

17.14. Save where the context otherwise requires, in these Conditions a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).

17.15. Except with the prior written consent of the other Party, neither Party shall:

17.15.1. make any public statement about the Equipment and/or Mobile Network Services or otherwise publicise the Contract or any information relating to it; or

17.15.2. use any trademarks or identifying logos owned or licensed to any member of the other Party in any manner.

17.16. Nothing in a Contract is to be construed as establishing or implying any partnership or joint venture between the Parties, or as appointing any Party as the agent or employee of any other Party. No Party shall hold out any other Party as its partner or joint venturer. Except, and to the extent, that the Contract expressly states otherwise, no Party may incur any expenses or negotiate on behalf of any other Party or commit any other Party in any way to any person without that other Party's prior written consent.

17.17. Each Party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other Party to implement and give full effect to the terms of a Contract.

17.18. A Contract constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Save in respect of fraud or fraudulent misrepresentation, each of the Parties acknowledge that in entering into this Contract it has not relied on any oral or written representation, warranty or other assurance (except as provided for and referred to in this Contract)

17.19. A Contract may be entered into in any number of counterparts and by the Parties on separate counterparts, all of which taken together shall constitute one and the same instrument.